

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

PROTECS, LLC,

Plaintiff,

v

DONAVAN S. MINNIS, ENGAGE
CONTRACTING, INC , SALMON
CONSTRUCTION, LLC, TYLER
NACCARATO and SETH MINNIS,

Defendants

Civil Action No. 2:19-cv-02657-JCJ

FILED

OCT 1 2019

KATE MARKMAN, Clerk
Dep. Clerk

STIPULATED PRELIMINARY INJUNCTION ORDER

On June, 19, 2019, Plaintiff PROTECS, LLC ("PROTECS") commenced this civil action against Defendants Donovan S Minnis, Tyler Naccarato, and Seth Minnis (collectively, the "Individual Defendants") and against Defendants Engage Contracting, Inc and Salmon Construction, LLC, and simultaneously filed a motion for preliminary injunction. Without admitting or denying the validity or invalidity of any claim or defense, PROTECS and the Individual Defendants agree to resolve the motion for preliminary injunction and consent to the entry of preliminary injunctive relief as set forth below.

IT HEREBY ORDERED AND DECREED AS FOLLOWS:

1. Until further order of this Court or until July 10, 2020, Donavon Minnis, and any other persons or entities in active concert or participation with him, is hereby enjoined (a) from soliciting or accepting the business of any customer of PROTECS identified on Schedule A attached hereto ("Schedule A Customer"), and (b) from assisting either Engage Contracting, Inc ("Engage Contracting") or Salmon Construction, LLC ("Salmon Construction") in soliciting any Schedule A Customer or providing any products or services to any Schedule A Customer.

Notwithstanding the foregoing, no party to this action shall be deemed to waive any argument concerning the appropriate temporal scope of the restrictive covenants (para. 2) in each of the Individual Defendants' Confidentiality, Duty of Loyalty and Non-Solicitation Agreement with PROTECS, and any such arguments are expressly preserved.

2. Until further order of this Court or until July 10, 2020, Seth Minnis, and any other persons or entities in active concert or participation with him, is hereby enjoined (a) from soliciting or accepting the business of any Schedule A Customer; and (b) from assisting either Engage Contracting or Salmon Construction in soliciting any Schedule A Customer or providing any products or services to any Schedule A Customer. Notwithstanding the foregoing, no party to this action shall be deemed to waive any argument concerning the appropriate temporal scope of the restrictive covenants (para. 2) in each of the Individual Defendants' Confidentiality, Duty of Loyalty and Non-Solicitation Agreement with PROTECS, and any such arguments are expressly preserved.

3. Until further order of this Court or until July 10, 2020, Tyler Naccarato, and any other persons or entities in active concert or participation with him, is hereby enjoined (a) from soliciting or accepting the business of any Schedule A Customer; and (b) from assisting either Engage Contracting or Salmon Construction in soliciting any Schedule A Customer or providing any products or services to any Schedule A Customer. Notwithstanding the foregoing, no party to this action shall be deemed to waive any argument concerning the appropriate temporal scope of the restrictive covenants (para. 2) in each of the Individual Defendants' Confidentiality, Duty of Loyalty and Non-Solicitation Agreement with PROTECS, and any such arguments are expressly preserved.

4. Within 10 days of the entry of this Order, each Individual Defendant shall provide to PROTECS' counsel copies of any records in his possession, custody, or control which were

obtained by him as a result of being employed by PROTECS and which pertain to its business (collectively, "PROTECS Records"). Following the production of PROTECS Records, counsel for PROTECS and for the Individual Defendants shall confer on a method for purging such records from the possession, custody, or control of the Individual Defendants. In lieu of the foregoing, an Individual Defendant shall certify that he does not have any PROTECS Records in his possession, custody, or control.

5 Nothing herein shall constitute or be construed as an admission by PROTECS or the Individual Defendants, and the Individual Defendants hereby deny any liability, wrongdoing, or unlawful or unethical conduct.

6 PROTECS and the Individual Defendants agree that no bond shall be required.

7. PROTECS hereby withdraws its motion for preliminary injunction and all other relief sought by PROTECS in connection with its motion for preliminary injunction is DENIED as moot.

SO STIPULATED BY THE PARTIES

/s/William O. Kimball
William O. Kimball, Esquire (*pro hac vice*)
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Counsel for Plaintiff

SO ORDERED BY THE COURT THIS 2nd day of October, 2019.


Hon J Curtis Joyner

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SCHEDULE A

Sintx
Clinical Innovations
DiscGenics
Stryker
Teva
Patheon/ThermoFisher
Becton Dickinson (BD)
University of Utah Center for Technology & Venture Commercialization (TVC)¹
Verex Imaging
BioFire
Nelson Labs
Ment Medical
ARUP Laboratories
Boyer Developers²
VPI Technologies
PolarityTE

¹ Limited to work bid-out by the University of Utah on behalf of the TVC.

² Limited to any business or opportunity involving clean rooms or labs